

The Mortgagors agree to keep the property in as good order and condition as now, and will not commit or permit any waste thereof, reasonable wear and tear excepted.

The Mortgagors agree to keep the improvements, insured against loss by fire, and other hazards, in such amounts and for such periods as may be required by the Mortgagee, and will pay promptly, when due, any premiums on such insurance. Insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee, and shall have loss payable clauses in favor of and in form acceptable to the Mortgagee.

Upon default in any of the covenants of this mortgage the Mortgagee shall be entitled, without notice to the Mortgagors, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon such any default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagors shall not have the right to possession of the said property.

That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, his successors and assigns, or Sherman P. Bowers, Attorney or Agent, at any time after such default to sell the property hereby mortgaged, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, here or their heirs and assigns; and which sale shall be made in the following manner, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Frederick County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One hundred dollars (\$100.00) and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same.

And the said Mortgagors hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertising or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Frederick County, in Equity, which said expenses, costs and commission the said Mortgagors hereby covenants and agrees to pay; and the said Mortgagee or his said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefore, legal tender be made of said principal, interest, costs, expenses and commission.